



**GRAMBLING STATE UNIVERSITY
INVITATION TO BID**

**SANITATION PROGRAM
2016
(Bid #50018-160006)**

**Bid Open
July 19, 2016 @ 2:00 p.m.**

**Pre-Bid Conference
July 5, 2016 @ 10:00 a.m.**

***Grambling State University Purchasing Department
403 Main Street
Old President's Residence
Grambling, LA 71245***

Scope, Evaluation, Selection, and Award

1.1 Scope

This invitation solicits bids for a **Sanitation Program Contract 2016** as described in Part I and other attachments of this bid document. This contract shall be for one (1) year with the option to renew two (2) additional years under the same terms and conditions.

1.2 Evaluation and Selection

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract shall be negotiated.

1.3 Basis of Evaluation and Selection

The basis of evaluation and selection shall be as follows:

1.3.1 The bid shall be evaluated to insure that all requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.

1.3.2 The next consideration shall be the **BID PRICE**.

1.3.3 Grambling State University reserves the right to require additional information from bidders, and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid information.

1.3.4 Bidders meeting all requirements may be required to make oral presentations. Failure to comply shall result in rejection of the bid and forfeiture of bid guarantee.

1.4 Pre-award Negotiations

Upon determination of which bidder is the apparent most responsive and responsible bidder, Grambling State University shall negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and Grambling State University may then negotiate with the next best bidder. An award shall be made only after the Office of Contractual Review, Division of Administration has approved the final contract form, and the proper university authority signed the final contract.

CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED DOES SO AT THE BIDDER'S OWN RISK.

1.5 Award

- 1.5.1** Grambling State University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
- 1.5.2** Grambling State University is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

2.1 Sealed Bid

Each bidder shall submit one original copy of its bid. Either the entire bid or the consideration section shall be sealed.

2.2 Bid Guarantee (Not Applicable)

Each bid shall be accompanied by a bid guarantee in the form of a bond (*from a surety licensed to conduct business in the State of Louisiana*), or a certified or cashier's check or money order made payable to Grambling State University, or an irrevocable letter of credit from a Federal or State licensed bank in the amount of 5% of total bid. Bid guarantees shall be subject to forfeiture for failure on the part of the selected bidder to execute a contract within thirty (30) days after such contract is submitted to bidder in conformance with the terms, conditions, and specifications of this solicitation. Bid guarantees shall be returned upon the award of a contract or upon rejection of all bids. **(Not Applicable)**

2.3 Performance Bond

The successful bidder shall be required to provide a performance (surety) bond in the amount of 100 percent of the bid amount to ensure the successful performance under the terms and conditions of the contract negotiated between the successful bidder and the State. The performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

2.4 Notice to Bidders

Each bidder is solely responsible for the accuracy and completeness of its bid.

2.5 Calendar of Events

Bidders Conference: July 5, 2016 @ 10:00 a.m.

Deadline to receive inquiries: July 5, 2016

Bid opening date: July 19, 2016 @ 2:00 p.m.

2.6 Bidder Inquiries

No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any Grambling State University employee. Only those transactions which are in writing, signed by Alvin Bradley, Director of Purchasing may be considered as valid. Likewise, the University only considers communications from bidders which are signed and in writing.

Inquiries concerning this invitation to bid shall be submitted in writing to: Mary Gipson

A copy of all such inquiries shall be mailed to:

**Grambling State University
Purchasing Department
P. O. Box 1169
Grambling, LA 71245
or
gipsonm@gram.edu**

2.7 Changes, Addenda, Withdrawals

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed in original ink by a representative of the bidder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid opening. Such shall meet all requirements for the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

2.8 Alternate Bids

Alternate bids shall be submitted separately, as individual bids. Each alternate shall contain its own bid bond.

2.9 Bid Response Format

The bid shall be in one (1) part(s). The Bid Response shall contain documentation evidencing the bidder's compliance with the bid requirements.

NOTE: *All costs shall be firm for the term.*

2.10 Signature

At least one copy of the bid shall be signed in original ink on GSU's form by an authorized employee, agent, or representative of the bidder.

2.11 Delivery of Bids/Bid Opening

All copies of each bid shall be mailed or hand-delivered to:

Grambling State University
Purchasing Office
P. O. Box 1169
Grambling, LA 71245

Or

The address for hand delivered bids is:

Grambling State University
Purchasing Office
403 Main Street
Purchasing Office
Grambling, LA 71245

Bids shall be opened and verbally read at 2:00 p.m. July 19, 2016 in the *Purchasing Office Conference Room*.

ALL BIDS BECOME A MATTER OF PUBLIC RECORD AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

Each bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening deadline shall result in rejection of the bid.

2.12 Prime Contractor Responsibilities

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, GSU shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Grambling State University reserves the right to contract separately for maintenance with the equipment manufacturer.

2.13 Acceptance of Bid Content

The bid shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid.

3.1 Presentation

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this bid. Elaborate binds, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content. It is not necessary for the bidder to return the bid package.

3.2 Inclusion of Bidder Forms, Contracts, etc.

Bidder contracts, forms or other materials and information not part of this bid may be submitted separately and clearly identified.

Bidders should not submit their preprinted contract forms. If such forms are submitted they will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200 F.

3.3 Number of Copies of Bid

Three (1) additional copy of the bid is desired.

3.5 Bid Validity

All bids shall be considered valid for acceptance until 30 days after bid opening, unless the bidder provides for a different time period within its bid response. However, Grambling State University reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

Part IV. Contract Clauses

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of the fiscal funding clause, may be negotiated with the successful bidder. Just as it is written it was justified.

4.1 Fiscal Funding

In accordance with La. R.S. 39:1615 C. And E., any contract entered into by Grambling State University as a result of this bid shall include the following Fiscal Funding Clause:

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.”

All bidders should be aware that our legislative process is such that is often impossible to give prior notice of the non-appropriation of funds.

4.2 Patent and Other Proprietary Right Indemnity

Contractor warrants that all materials and/or products produced hereunder shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any claim by any third party against Grambling State University. The University shall promptly notify Contractor after becoming aware of such a claim and Contractor shall defend such claim in GSU’s name, but at Contractor’s expense and shall indemnify and hold harmless GSU against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. Grambling State University agrees to fully cooperate with the Contractor in the defense of any such action and recognize that Contractor shall have full control of any defense or settlement of the claim.

4.3 General Contract Terms

The following general terms shall be among those included in any ensuing contract:

All contracts entered into as a result of this bid shall be interpreted under Louisiana Law. No other documents other than the bid, bidder’s bid and final contract shall be binding unless such document has been reviewed by Office of Contractual Review and approved by the University’s lawyer.

BID FORM

BID DATE:

**TO: Grambling State University
Purchasing Department
Purchasing Office
403 Main Street
Grambling, Louisiana 71245**

PROPOSAL FOR: Sanitation Program Contract 2016

BIDDER:

Acknowledges receipt of the following:

ADDENDA:	NO. _____	DATED _____
	NO. _____	DATED _____
	NO. _____	DATED _____
	NO. _____	DATED _____

**BID SECURITY: Attached in the sum of (5% of Total Base Bid and all Alternates):
(NOT APPLICABLE)**

(\$ _____), is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

THE BIDDER: hereby declares that he has: a) carefully examined the Bidding Documents, b) a clear understanding of the Bidding Documents, c) personally inspected and is familiar with the project site, and d) hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of referenced project; all in accordance with the Contract Documents as prepared by:

**GRAMBLING STATE UNIVERSITY
PURCHASING DEPARTMENT**

I (WE) AGREE TO FOLLOW REQUIREMENTS, SEQUENCE AND FREQUENCY LISTED UNDER "MAINTENANCE PROCEDURES".

IF I (WE) FAIL TO FOLLOW THESE SPECIFICATIONS AND DOCUMENT THE "MAINTENANCE PROCEDURES" WITH THE OWNER OR IF THERE IS ANY EVIDENCE OF FRAUDULENT DOCUMENTATION, I (WE) WILL WITHOUT RESERVATION, FREELY FORFEIT THE CONTRACT ALONG WITH ANY MONIES DUE FROM THE DATE OF SUCH FINDING. ALL MATERIALS AND LABOR WILL BE LEFT INTACT AND I (WE) WILL NOT SEEK ANY RESTITUTION.

**I (WE) HAVE READ THE ENTIRE SPECIFICATIONS AND WILL NOT USE
OVERSIGHT AS AN EXCUSE FOR NOT FULFILLING MY (OUR)
OBLIGATION.**

For the purpose of identifying this project bid, this project bid shall be identified as follows for:

BID ITEM #1: Sanitation Program Contract 2016

The Bidder shall fill in the amount for this project. Contract selection and award will be based on the low bid of this bid item.

BID ITEM #1: for all work required by the Contract Documents for Item #1
for one (1) calendar year, the lump sum of:

_____ Dollars
(\$_____)

MONTHLY

Dollars

(\$ _____)

AWARD AND EXECUTION OF CONTRACT: When this project is financed, either partially or entirely with State Bonds, the award of this contract is contingent upon the sale of bonds by the State Bond Commission. The State nor Grambling State University shall incur no obligation to the Contractor until the Contract between Owner and Contractor is duly executed.

If the Bidder is notified of the acceptance of the bids within thirty (30) days of the opening of bids, he agrees to execute a contract by the Owner, within ten (10) days after notice from the Owner that the instrument is ready for signature.

WITHDRAWAL OF BIDS: The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, except in accordance with the provisions of Act 111 of 1983. This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

SIGNATURE AUTHORITY: In accordance with L. R. S. 39:1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

ADDRESS: _____

DATED: _____

NOTE: If Bidder is a corporation, write State of Incorporation under signature; if partnership, give full names of all partners.

PART I

SANITATION PROGRAM DESCRIPTION OF SERVICES

SERVICES:

- Bidder will be responsible for trash bin pick up at various locations around the campus of Grambling State University. The number and location of trash bins will be determined by university officials. Additionally, roll off trash bins for physical items such as: microwaves, small refrigerators, televisions, and other household items at the beginning and ending of each semester.
- Bidder will be responsible for trash pick during special events such as: athletic events, concerts, conferences, student relocation period (moving in and moving out of campus residence), and all other scheduled campus events. **Bidder will also supply eight additional Box type bins for football tailgate area.** There are 4 home football games. These containers will be delivered 2 days before a home game and picked up the following first working day (Normally, on a Monday).
- Bidder will keep in contact as well as provide a detail garbage service schedule with the Grounds and Landscape Department Head as well as the Director of Facilities Management.
- Bidder Will Be responsible for picking up all trash around the containers during the pickup schedule. This includes any trash left on the ground outside the containers or spilled during emptying the container.
- **Bidder will pick based on attached schedule.**
- **Bidder will supply trash bins at various campus locations (see attachment). Bins will have to meet DHH regulations with covered tops to secure trash.**

APPENDIX A

2012

LOCATIONS FOR SANITATION/DUMPSTER PICK UP

BUILDING	Number	Size/YARD	PICK Ups- WEEKLY
Washington Johnson Complex	1	6	2
Woodson	1	8	2
Charles P. Adams	1	6	2
Alma J. Brown Elementary	1	6	5
Jacob T. Stewart	1	6	2
School of Nursing	1	6	2
Facility Management-Campus Services	1	6	2
Richmond	1	6	2
Drew Complex	N/A	N/A	N/A
Hobdy Assembly Center	1	8	2
Baseball Field**	1	6	1 @ game Time
Robinson Stadium (Stadium Support)	1	6	2
Hutchinson Performing Arts Center	1	6	2
Jeanes	1	6	2
Brown, Hunter	2	6	3
Carver Annex-Science	1	6	2
Jewett	1	6	2
Library	1	6	2
Dunbar	1	6	2
Laboratory School Front	1	6	3
Laboratory School Back	1	6	3
Police Station	1	6	2
Favort Union/ Food Court	2,1	8,6	5

Intramural Center	1	6	3
Long Jones Hall	1	6	2
Robinson Stadium*			
**Estimate of ____ times per year	26		

*Home Football games- 8, 30yd box containers.



Grambling State University

2009 Campus Map

